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7 Plaintiff in Pro Per

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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELESRY- *GSA*

6 **UNITED STATES DISTRICT COURT**  
 7 **CENTRAL DISTRICT OF CALIFORNIA**

8 ARTIS-RAY: CASH JR.,

9 Plaintiff,

10 vs.

11 EXPERIAN INFORMATION  
 12 SOLUTIONS, INC.,  
 13 MONTEREY FINANCIAL SERVICES,  
 14 LLC,

15 Defendants.

16 CASE NO.:

8:25cv00165-JWH-(ADSx)

17 **COMPLAINT for violations of the  
 18 Fair Credit Reporting Act (15 U.S.C.  
 19 § 1681 et seq.) and the Fair Debt  
 20 Collection Practices Act (15 U.S.C. §  
 21 1692 et seq.)**

22 Artis-Ray: Cash Jr., Plaintiff, brings this Complaint against Experian Information Solutions, Inc. ("Experian") and Monterey Financial Services LLC ("Monterey") for violations of federal and state law. Plaintiff alleges as follows:

**JURISDICTION AND VENUE**

23 1. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 because this action arises under  
 24 the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§1681 et seq., and the Fair Debt  
 25 Collection Practices Act ("FDCPA"), 15 U.S.C. §§1692 et seq. Supplemental jurisdiction  
 26 over state law claims is conferred by 28 U.S.C. § 1337.  
 27

1       2. Venue is proper in this Court under 28 U.S.C. § 1331(b) because the Defendants conduct  
2       business in this District and a substantial part of the events giving rise to the claims  
3       occurred here.

4       **PARTIES**

5       3. Plaintiff, Artis-Ray: Cash Jr., is a natural person residing in Los Angeles, California, and  
6       is a "consumer" as defined by 15 U.S.C. §§1681a(c) and 1692a(3).  
7  
8       4. Defendant Experian Information Solutions, Inc., is a credit reporting agency as defined  
9       under 15 U.S.C. §1681a(f).  
10  
11       5. Defendant Monterey Financial Services LLC is a debt collection company and a "debt  
12       collector" as defined by 15 U.S.C. § 1692a(6).  
13

14       **FACTUAL ALLEGATIONS**

15       **Against Experian:**

16       6. On or about 12/20/2024, Plaintiff disputed a particular item on an account on his credit  
17       report furnished by Monterey Financial Services LLC with Experian.  
18  
19       7. Experian failed to conduct a reasonable investigation of Plaintiff's dispute, as required  
20       under 15 U.S.C. §1681s-2(b), including failing to ensure the completeness and accuracy  
21       of the account in question.  
22  
23       8. Experian also violated California's Consumer Credit Reporting Agencies Act  
24       (CCCRAA), Civil Code § 1785.25(a), by failing to ensure that the information reported  
25       was accurate and complete.  
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1       9. Experian's failures caused Plaintiff harm, including but not limited to damage to  
2       Plaintiff's creditworthiness and emotional distress.

3       **Against Monterey Financial Services LLC:**

4       10. Monterey Financial Services LLC acted as a furnisher of credit information to Experian  
5       and other credit reporting agencies and is required to comply with 15 U.S.C. § 1681s-  
6       2(b).

7       11. Despite receiving notice of Plaintiff's dispute from Experian, Monterey Financial  
8       Services LLC failed to conduct a reasonable investigation and failed to correct inaccurate  
9       and incomplete information about Plaintiff's account.

10       12. Monterey Financial Services LLC failed to provide accurate and complete information to  
11       Experian, resulting in further violations of 15 U.S.C. § 1681s-2(b) and California Civil  
12       Code § 1785.25(a).

13       13. Monterey Financial Services LLC contacted Plaintiff via text messages and phone calls at  
14       unusual and inconvenient times and places, in violation of 15 U.S.C. § 1692c(a)(1) and  
15       California's Rosenthal Fair Debt Collection Practices Act (RFDCPA), Civil Code §  
16       1788.14(c).

17       14. Monterey Financial Services LLC's text messages and phone calls were made with the  
18       intent to annoy, abuse, and harass Plaintiff, in violation of 15 U.S.C. § 1692d and  
19       RFDCPA § 1788.11(d).

20       15. Monterey Financial Services LLC failed to disclose in their text messages that they were  
21       a debt collector, as required by 15 U.S.C. § 1692e(11) and RFDCPA § 1788.13.

16. After Plaintiff explicitly refused to pay the alleged debt, Monterey Financial Services  
1  
2 LLC continued to contact Plaintiff via text messages and phone calls, in violation of 15  
3 U.S.C. § 1692c(c) and RFDCPA § 1788.17.

17. Monterey Financial Services LLC engaged in unfair communication practices by sending  
5 Plaintiff text messages without providing a way for Plaintiff to respond directly through  
6 the same medium, in violation of 15 U.S.C. § 1692f and RFDCPA § 1788.13(k).

8 **CLAIMS FOR RELIEF**  
9

10 **COUNT I: VIOLATION OF THE FAIR CREDIT REPORTING ACT (15 U.S.C. § 1681s-  
11 2(b))**

12 18. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

14 19. Experian failed to conduct a reasonable investigation of Plaintiff's dispute and failed to  
15 ensure the accuracy and completeness of the disputed account.

17 20. Monterey Financial Services LLC, as a furnisher of credit information, failed to conduct  
18 a reasonable investigation of Plaintiff's dispute after receiving notice from Experian, in  
19 violation of 15 U.S.C. § 1681s-2(b).

21 21. Both Defendants' failures caused Plaintiff to suffer actual damages, including harm to  
22 creditworthiness, frustration, and emotional distress.

23 **COUNT II: VIOLATION OF THE CALIFORNIA CONSUMER CREDIT REPORTING  
24 AGENCIES ACT (CIVIL CODE § 1785.25(A))**

26 22. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

1 23.Experian and Monterey Financial Services LLC furnished inaccurate and incomplete  
2 information to Plaintiff's credit report in violation of California Civil Code § 1785.25(a).

3 24.As a result, Plaintiff suffered actual damages, including harm to creditworthiness and  
4 emotional distress.  
5

6 **COUNT III: VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT (15**  
7 **U.S.C. §§ 1692c(a)(1), 1692c(c), 1692d, 1692e(11), 1692f)**

8 25.Plaaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

9 26.Monterey Financial Services LLC violated: a. 15 U.S.C. § 1692c(a)(1) by contacting  
10 Plaintiff at an unusual time and place; b. 15 U.S.C. § 1692d by engaging in behavior  
11 intended to harass and annoy Plaintiff; c. 15 U.S.C. § 1692e(11) by failing to disclose  
12 their status as a debt collector in their text messages; d. 15 U.S.C. § 1692c(c) by  
13 continuing to contact Plaintiff after Plaintiff refused to pay the alleged debt; and e. 15  
14 U.S.C. § 1692f by employing unfair communication methods without a way for Plaintiff  
15 to respond to their text messages.  
16  
17

18 **COUNT IV: VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION**  
19 **PRACTICES ACT (CIVIL CODE § 1788 ET SEQ.)**

20 27.Plaaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

21 28.Monterey Financial Services LLC violated: a. Civil Code § 1788.11(d) by engaging in  
22 conduct intended to harass and annoy Plaintiff; b. Civil Code § 1788.14(c) by contacting  
23 Plaintiff at an unusual and inconvenient time and place; c. Civil Code § 1788.13 by  
24 failing to disclose their status as a debt collector in text messages; and d. Civil Code §  
25 1788.17 by continuing to contact Plaintiff after Plaintiff refused to pay the alleged debt.  
26  
27  
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1           29. As a result, Plaintiff suffered actual damages, including emotional distress and  
2           frustration.

3           **COUNT V: VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**  
4           **(BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ.)**

6           30. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

7           31. The unlawful practices of Experian and Monterey Financial Services LLC, as described  
8           above, constitute unfair business practices in violation of California Business and  
9           Professions Code § 17200 et seq.

11           32. As a result, Plaintiff suffered damages and seeks restitution and injunctive relief.

13           **PRAYER FOR RELIEF**

14           WHEREFORE, Plaintiff respectfully requests that this Court:

- 16           1. Award actual damages pursuant to 15 U.S.C. §§1681n(a)(1)(A), 1692k(a)(1), and  
17           California Civil Code §§1788.30;
- 19           2. Award statutory damages pursuant to 15 U.S.C. §§1681n(a)(1)(B), 1692k(a)(2)(A), and  
20           California Civil Code §§1788.30(b);
- 22           3. Award punitive damages as allowed by law;
- 23           4. Award costs and reasonable attorney's fees pursuant to 15 U.S.C. §§1681n(c), 1692k(a)  
24           (3), and California Civil Code §§1788.30(c);
- 26           5. Grant injunctive relief requiring Defendants to comply with their obligations under the  
27           FCRA, FDCPA, CCCRAA, and RFDCPA;

1           6. Grant restitution pursuant to California Business and Professions Code § 17203; and

2           7. Grant such other and further relief as the Court deems just and proper.

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4 **DEMAND FOR JURY TRIAL**

5 Plaintiff demands a trial by jury on all issues so triable.

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9 Respectfully submitted,

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11 Dated: 01/29/2025

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13 By: Artis Ray Cash Jr.

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15 **Artis-Ray: Cash Jr.,**

16 **Plaintiff In Pro Per**

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Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a non frivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date: 01/29/2025



Artis-Ray Cash Jr.

Plaintiff in Pro Per